

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE**

<b>ENVY 27, LLC d/b/a MOTEL 6,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No.:</b>
	)	
<b>AMERICAN AUTOMOBILE INSURANCE</b>	)	<b>Judge:</b>
<b>COMPANY,</b>	)	
	)	
<b>Defendant.</b>	)	

**NOTICE OF REMOVAL**

Defendant, American Automobile Insurance Company, incorrectly identified as Fireman's Fund Insurance Companies, hereby notifies the Judges of the United States District Court for the Eastern District of Tennessee, the Clerk of the Circuit Court of Knox County, Tennessee at Knoxville, and plaintiff, Envy 27, LLC d/b/a Motel 6, that the action described herein and filed in the Circuit Court of Knox County, Tennessee at Knoxville, is removed to the United States District Court for the Eastern District of Tennessee, at Knoxville, pursuant to 28 U.S.C. §1441.

1. On July 5, 2012, plaintiff, Envy 27, LLC d/b/a Motel 6, filed a civil action bearing Case No. 2-351-12 against the defendant, American Automobile Insurance Company, a Missouri corporation, incorrectly identified as Fireman's Fund Insurance Companies, in the Circuit Court of Knox County, Tennessee. Service of the complaint and summons was made upon the Tennessee Department of Commerce and Insurance on or about July 17, 2012.

2. Plaintiff filed this action seeking damages for breach of contract and bad faith allegedly due under a contract of insurance written by defendant, American Automobile Insurance Company. (See complaint). (A copy attached hereto as exhibit 1).

3. Petitioner seeks removal of this action to this Court on the grounds that the controversy is wholly between citizens of different states and involves an amount in controversy which exceeds Seventy-five Thousand Dollars (\$75,000), exclusive of the interest and costs, pursuant to 28 U.S.C. §1332. In particular, the plaintiff in the underlying action seeks recovery of policy benefits and damages for bad faith in an amount not to exceed \$500,000.00 for defendant's alleged failure to pay for claimed damage to a roof, carpet, furniture, and signs, and for losses due to mold and business interruption under the policy.

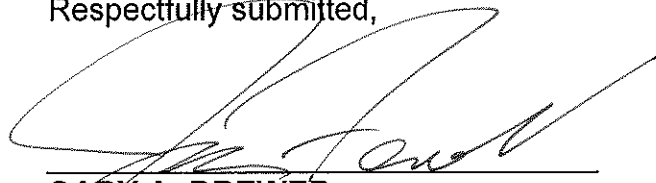
4. Plaintiff is a Limited Liability Company with its principal place of business in Knox County, Tennessee, and was at the time of the filing of this action and at the time of the removal. Defendant, American Automobile Insurance Company, is a corporation organized under the laws of Missouri with its principal place of business in Missouri. Accordingly, this matter involves citizens of different states.

5. This notice is filed within the time prescribed by 28 U.S.C. §1446(b).

6. A copy of the Summons and Complaint, being all the papers served upon defendant, is attached hereto.

WHEREFORE, notice is hereby given that the said Civil Action No. 2-31-12 is removed from the Circuit Court of Knox County, Tennessee, to this Court.

Respectfully submitted,



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**GARY A. BREWER**

Registration No. 4678

**E. JASON FERRELL**

Registration No. 24425

Attorneys for Defendant, American Automobile  
Insurance Company

**BREWER, KRAUSE, BROOKS,  
CHASTAIN & BURROW, PLLC**

P. O. Box 23890

Nashville, TN 37202-3890

(615) 256-8787

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of August, 2012, a true and correct  
copy of the foregoing has been sent, via first-class mail, postage prepaid to:

Edward L. Summers, Esq.  
Haynes, Meek, Summers & Stanuszek  
900 S. Gay Street, Suite 2107  
Knoxville, TN 37902



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**E. JASON FERRELL**